



A division of: Womack Electric & Supply Company Inc.
 Commercial Credit Application & Sales Agreement
 PO Box 1586 Greenville, NC 27835-1586
 Phone: 800-280-1586 • Fax: (252) 758-5919
 Email: credit@womackelectric.com

Salesperson	Account #
<input checked="" type="checkbox"/> Applicable Sales Branch(es):	
<input type="checkbox"/> Apex, NC	<input type="checkbox"/> Burlington, NC
<input type="checkbox"/> Danville, VA	<input type="checkbox"/> Goldsboro, NC
<input type="checkbox"/> Greenville, NC	<input type="checkbox"/> Harrisonburg, VA
<input type="checkbox"/> Martinsville, VA	<input type="checkbox"/> Oxford, NC
<input type="checkbox"/> Rocky Mount, VA	<input type="checkbox"/> Roxboro, NC
<input type="checkbox"/> Wake Forest, NC	<input type="checkbox"/> Wilmington, NC
<input type="checkbox"/> Other _____	<input type="checkbox"/> Clayton, NC
	<input type="checkbox"/> Greensboro, NC
	<input type="checkbox"/> High Point, NC
	<input type="checkbox"/> Reidsville, NC
	<input type="checkbox"/> South Boston, VA
	<input type="checkbox"/> Wilson, NC

Business Type: Proprietorship Partnership Corporation LLC Other _____

Print Company Name: _____ Date of Application: _____

Bill-To Address: _____ Ship-To Address: _____

Bill-To City, ST, Zip: _____ Ship-To City, ST, Zip: _____

Bill-To Phone: _____ Bill-To Fax: _____ Ship-To Phone: _____ Ship-To Fax: _____

Accounts Payable Contact: _____ A/P Mobile Number: _____ A/P Email: _____

How would you like to receive your invoices? E-mail Fax Mail
 How many invoice copies? _____ Monthly Statements Required? Yes No
 If yes, send by: E-mail Fax Mail

Sales Tax Exempt? Yes No If yes, please attach a copy of tax certificate
 Federal ID #: _____ Contractor License #: _____

Business Started: (Mo/Yr) _____ Present Ownership: (Mo/Yr) _____ Date Incorporated: (Mo/Yr) _____ State Incorporated: _____

Approx. Monthly Electrical Purchases: _____ Business Building Owned Leased Length at Address: (Mo/Yr) _____ # of Employees: (Include Officers) _____

Has the Applicant and/or any of the Proprietor(s), Partner(s), Officer(s), and/or Guarantor(s) ever:
 Had an account with Womack Electric Supply Co.? Yes No If yes, specify _____
 Done business under another name? Yes No If yes, specify _____
 Been a debtor in a bankruptcy proceeding? Yes No If yes, specify _____
 Had liens or judgments entered against them? Yes No If yes, specify _____
 Had or currently involved in any legal actions, arbitrations or owe past due taxes? Yes No If yes, specify _____

Personal Information on Proprietor(s), Partner(s), Officer(s), and/or Guarantor(s)

Name: _____ Title: _____ Social Security # _____

Home Address, City, ST, Zip: _____ Home Phone # _____

Name: _____ Title: _____ Social Security # _____

Home Address, City, ST, Zip: _____ Home Phone # _____

Name: _____ Title: _____ Social Security # _____

Home Address, City, ST, Zip: _____ Home Phone # _____

Trade/Credit References (Please include other electrical suppliers, if applicable)

Name: _____ Phone # _____

Address, City, ST, Zip: _____ Account # _____

Name: _____ Phone # _____

Address, City, ST, Zip: _____ Account # _____

Name: _____ Phone # _____

Address, City, ST, Zip: _____ Account # _____

Bank References

Name: _____ Bank Officer: _____ Account # _____

Address: _____ Phone: _____ Account Type _____

Please attach a copy of Applicant's most recent financial statement.

Womack Electric & Supply Company, Inc. ("Womack") and persons signing below whether on behalf of the party seeking credit ("Applicant") or as a guarantor, also collectively referred to as "I/we", hereby agree as follows:

FCRA NOTICE: The undersigned authorize(s) and instruct(s) Womack to obtain a consumer credit report on proprietor, partners, and/or personal guarantors for the purpose of evaluating the creditworthiness of the Applicant, in connection with this Application. The undersigned as (an) individual(s) hereby acknowledge(s) consent to the use of such credit report consistent with the Fair Credit Reporting Act. This shall be a continuing authorization authorizing Womack to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application.

CREDIT TERMS & CONDITIONS

- 1. Unless otherwise stated in writing, credit terms are net 25th prox. Applicant agrees to pay a service charge of 1½% per month (18% per annum) on all past due amounts. If applicable pursuant to state law, the aforementioned rate applies after judgment. Applicant agrees to pay all collection costs incurred by Womack, including court costs, reasonable attorney's fees, and collection agency fees. Failure by Womack to levy a late charge shall not be construed as a waiver unless specifically agreed to in writing.
- 2. I/we agree(s) as evidenced by our signature(s) below that any action to enforce this agreement shall be brought in the county and/or venue of Womack's choosing unless otherwise required by the laws of the state in which the action is brought. Any dispute arising under this Agreement shall be governed by the laws of any state in which Womack maintains a place of business, at Womack's sole discretion, unless otherwise required by the laws of the state in which the action is brought and we agree to submit to personal jurisdiction under the same.
- 3. Upon acceptance by Womack, this application constitutes a sales and purchase agreement. The terms and conditions of this agreement, and any additional terms contained in Womack's invoices or delivery tickets, which terms are incorporated herein as if set out in full, shall apply to and govern all purchases of goods by the Applicant regardless of any terms of any preceding or subsequent purchase order(s) of the Applicant and regardless of any oral promises of any employee of Womack. In the event of any conflict between the provisions of this agreement and the terms of any other agreement, sales order, purchase order, oral statement or otherwise, the terms and conditions of this agreement, as supplemented by Womack's invoices and delivery tickets, shall control.
- 4. This agreement may be terminated by the customer upon written notice delivered via certified mail, return receipt requested to Credit Manager, P.O. Box 1586, Greenville, NC 27835-1586 and upon payment in full of all outstanding balances due and owing on the account, and any such revocation shall become effective 30-days after receipt of said written revocation.
- 5. Applicant agrees to notify Womack in writing via certified mail, return receipt requested, within seven (7) days of the change of any information given to Womack in this Application, including, but not limited to, changes in name, ownership, corporate status or structure, or other material changes.
- 6. I/we warrant(s) that the information contained in this credit application is true to the best of his/her/our knowledge. Applicant hereby authorizes Womack to investigate our credit history, bank references, and other information Womack deems necessary to extend credit. All such references are hereby authorized to furnish information requested by Womack and this authorization shall be continuing for the duration of the account. The applicant hereby represents that none of the credit extended by Womack is being used in connection with the purchase of goods for personal, family or household purposes but is an extension of credit for business or commercial purposes. The applicant agrees that a copy of the signed original of this Agreement transmitted by electronic means to Womack shall be binding and have the same force and effect as the signed original. I/we agree(s) to be bound by this agreement for any orders transmitted by electronic means to Womack.
- 7. All direct shipments are F.O.B. point of shipment and each shipment or delivery shall be considered a separate and independent transaction. Womack shall not be liable for failure to perform or delay in performance resulting from fire or other casualty loss, war, riot, act of terrorism, labor difficulties, interruptions or delays in the usual source of supply, governmental action or regulation, Acts of God and any other cause not subject to Womack's control which shall make fulfillment of the agreement impracticable; any of which shall without liability, excuse Womack from the performance of this agreement.
- 8. If goods sold pursuant to this agreement are defective, the buyer's only recourse is replacement of the defective goods or a refund of the purchase price if a replacement is not available. The buyer is not entitled to recover any incidental or consequential damages caused by any defective goods.
- 9. The amount of credit Womack extends is subject to change or limitation without notice, before or after delivery of an order.
- 10. The undersigned agree that I/we have read and fully understand the terms and conditions of this Agreement.

Print Company Name

Authorized Signature

Title

Print Company Name

Authorized Signature

Title

PERSONAL GUARANTY

To induce Womack to extend credit and in consideration thereof, each of the undersigned ("Guarantor") personally, unconditionally, and irrevocably guarantees to Womack the payment of all Applicant's present and future obligations, each Guarantor hereby waives any right to notice of the obligations incurred by Applicant, and waives any right to require Womack to pursue Applicant or any collateral. I/we waive notice of acceptance, presentment, demand, protest, and dishonor. No extension of time or other indulgence granted by Womack will release or affect my/our obligations hereunder. I/we personally, unconditionally, and irrevocably agree to pay on demand all sums due, or that become due, including reasonable attorney's fees, interest, costs, or expenses which may be incurred by Womack by reason of default. Unless otherwise stated in writing, credit terms are Net 25th prox. This guarantee may only be revoked by written notice to Womack served via certified or registered mail, and any such revocation shall become effective 30-days after receipt of said written revocation. Any revocation does not revoke the obligation of the guarantor(s) to provide for prompt payment for indebtedness incurred prior to the effective date of the revocation, including the principal amount, interest at the contract rate of 1½% per month (18% A.P.R.) or the highest rate allowed by applicable state law, costs, and such reasonable attorneys fees, as shall be incurred pursuant to this guarantee and under any contract evidencing the indebtedness guaranteed herein. In conformity with applicable state law, the aforementioned rate applies after judgment. This guaranty is a joint and several obligation on the part of the undersigned and shall bind their respective heirs, administrators, personal representatives, successors and assigns. Womack may release or settle with any one or more of the guarantors at any time without affecting the continuing liability of the remaining guarantors.

Name: _____ (Seal)

Name: _____ (Seal)